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10 Activision Publishing, Inc.

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DIVISION**

14 ROBERT FISHEL, on behalf of himself  
15 and all others similarly situated,

16 Plaintiff,

17 vs.

18 Activision Publishing, Inc.,

19 Defendant.

CASE NO. 2:18-cv-08092-SJO-SK

**DECLARATION OF REBEKAH S.  
GUYON IN SUPPORT OF  
DEFENDANT ACTIVISION  
PUBLISHING, INC.'S MOTION TO  
COMPEL ARBITRATION AND STAY  
LITIGATION**

[Notice of Motion and Motion to Compel  
Arbitration; Memorandum of Points and  
Authorities; Declaration of Jennifer Oneal;  
Proposed Order filed concurrently]

Hearing Date: February 25, 2019  
Time: 10:00 a.m.  
Room: Courtroom 10C

Hon. S. James Otero

**DECLARATION OF REBEKAH S. GUYON**

I, Rebekah S. Guyon, declare and state:

1. I am an attorney with the law firm of Greenberg Traurig, LLP, counsel of record for Defendant Activision Publishing, Inc. ("Activision"). I am licensed to practice law in the State of California and before this Court. I have personal knowledge of the facts set forth in this Declaration and, if called and sworn as a witness, I could and would testify competently with respect to these facts. I submit this Declaration in support of Activision's Motion to Compel Arbitration and Stay Litigation.

2. On December 10, 2018, I met and conferred telephonically with lead counsel for Plaintiff, Michael Reese, pursuant to C.D. Cal. R. 7-3. We met and conferred telephonically because Mr. Reese is located in New York, New York.

3. During our meet and confer, I explained to Mr. Reese that Activision intends to move to compel arbitration of Plaintiff's claims pursuant to the arbitration provision contained in the End User License Agreement that Plaintiff agreed to before he played Guitar Hero Live. I additionally informed him that Activision would seek to enforce the delegation clause in the arbitration provision, pursuant to which the parties agreed to delegate questions regarding the scope and enforceability of the agreement to arbitrate to the arbitrator, and not the Court, to decide. Finally, I informed Mr. Reese that Activision would argue that, if the Court reaches questions regarding the scope of the parties' agreement to arbitrate, Plaintiff's claims are well within the broad language of the arbitration provision.

4. Mr. Reese advised that Plaintiff will oppose Activision's Motion to Compel Arbitration and Stay Litigation.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on January 7, 2019 at Los Angeles, California.

  
REBEKAH S. GUYON